

223504

Brice Law Firm, LLC
P. O. Drawer 300
York, SC 29745

RECORDED

YORK COUNTY

TAX ASSESSOR'S OFFICE

DATE 2-12-2010

TAX MAP NO. 314-16.65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 82, 83, 84, 85, 86, 88, 89, 90, 91, 92, 93, 94, 95

INITIALS CAK/TS

201000090780
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
02-01-2010 At 01:06 pm.
DEED 10.00
State Tax .00
County Tax .00
OR Vol 11243 Page 216 - 218

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF YORK)

KNOW ALL MEN BY THESE PRESENTS that Danbeck Builders, LLC,

hereinafter referred to as "Grantor", in the State and County aforesaid, for and in NO

CONSIDERATION - IN LIEU OF FORECLOSURE TO Fannie L. Mack

P.O. Box 7
McConnell SC 29726, hereinafter the "Grantee", has
granted, bargained, sold and released, and by these presents does grant, bargain, sell and

release unto the Grantee, his/her/their heirs and assigns forever, the following described
real property, to wit:

All those certain lots or tracts of land in York Township, York County, designated as
Lots 14, 16-29, 31-35, 37-42, 44-46 AND 48 as shown on Plat prepared by Kessler
Engineering Company, Inc. dated July 11, 1998 and recorded in Plat Book 108 at
page 129, RMC Office for York County, SC, which plat is incorporated herein by
reference.

DERIVATION CLAUSE: This is a portion of the real property conveyed to Danbeck
Builders, LLC by deed of Fannie L. Mack recorded May 5, 2008 in Book 10020 at page
248, RMC Office for York County, SC.

The within property is conveyed subject to all existing easements and restrictions
appearing in the chain of title, which said easements and restrictions are not intended to be
reimposed hereby.

TOGETHER with, all and singular, the rights, members, hereditaments and

BK 11243 PG 0216

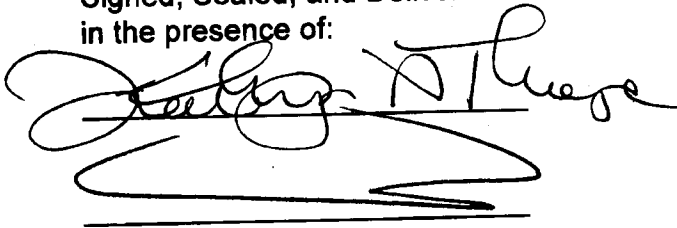
appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, her heirs and Assigns forever.

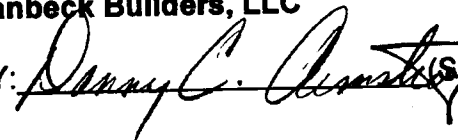
And the Grantor does hereby bind **his/her/their** heirs, Executors, Personal Representatives, and Administrators to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's heirs and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of The Grantor(s) this the 29th day of January, 2010.

Signed, Sealed, and Delivered
in the presence of:



Danbeck Builders, LLC

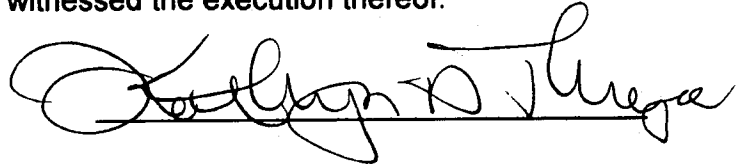
BY:  (Seal)

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

PROBATE

Personally appeared before me the undersigned witness and made oath that
_he saw the within named Grantors sign, seal and as his act and deed, deliver the within
written Deed for the uses and purposes therein mentioned and that _he with the other
witness whose signature appears above witnessed the execution thereof.



SWORN to before me this the
21 day of JAN, 2010.



NOTARY PUBLIC FOR STATE OF SOUTH CAROLINA

My Commission Expires: 3-25-15

Prepared by and mail to:
Brice Law Firm, LLC
P.O. Drawer 300
York, SC 29745

200800039561
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
10-21-2008 at 02:42 pm.
RESTR COVEN 15.00
DR Vol 10372 Page 228 - 236

STATE OF SOUTH CAROLINA
COUNTY OF YORK

DECLARATION OF COVENANTS AND RESTRICTIONS OF:

TIMBER CREST SUBDIVISION
(f./k/a Mack Estates)

WITNESSETH:

WHEREAS, DANBECK BUILDERS, LLC, known as the ("Declarant"), wishes to file a Declaration of Covenants and Restrictions for Timber Crest Subdivision,

WHEREAS, Declarant is the fee simple owner of certain real property located in York County, South Carolina, and desires to establish a residential community (hereinafter called "Timber Crest") and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Timber Crest.

WHEREAS, Declarant desires to insure the attractiveness of Timber Crest and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Timber Crest and to provide for the maintenance and upkeep of all common areas in Timber Crest. To this end the Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining, and administering the common area in Timber Crest, administering and enforcing the covenants and restrictions contained here, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Timber Crest to insure the residents' enjoyment of the specific rights, privileges, and easements in the common area, and to provided for the maintenance and upkeep of the common area.

NOW, THEREFOR, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Timber Crest recorded in Plat Book 108, at Page 129, more specifically being the lots acquired by Declarant at Record Book 10020, Page 248, York County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter call the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used

subject to the restrictions and matters hereinafter set forth, said Restrictions and matter to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

RESTICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract. No business venture of any type, kind or nature may be allowed to exist within the subdivision.
2. Each residential dwelling shall contain a minimum of 1,350 square feet of heated, enclosed living area, exclusive of patios, porches, garages, and below grade areas (finished or unfinished). Each two-story dwelling shall contain a minimum of 800 square feet of enclosed, heated living area on the first (main entry level) floor. Once construction of a dwelling has commenced, the exterior thereof, including finished siding material shall be completed with six (6) months thereafter. Fines to be levied at the discretion of the Declarant/HOA.
3. All structures and improvements must meet York County Building and Code requirements as to setback and any structures must also be approved by Declarant as to location and position upon the property so as to maintain a consistent and uniform appearance.
4. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to the subdivision sewage system unless public sewage becomes available in the subdivision, and each owner shall pay a fee, as determined by Declarant or it assigns for such service, along with periodic assessments, at option of Declarant, for the maintenance needs of said system, as well as the Commercial Well system servicing these properties.
5. No walls or fences shall be constructed without the approval of Declarant and any other buildings or structure on the property must be in conformity with the appearance and design of the main living structure on the property.
6. No modular home, mobile home, house trailer, garage, or the basement of a not contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis. No house or used building can be moved onto any tract except doghouses, storage/tool shed, children playhouses or other such structures not to be occupied as part of the residential unit. The Declarant or the Architectural Review

Committee (if created) must approve any used (or built off site, even if new construction) buildings and can require, as a condition of approval, that same be hidden from view of the street or neighbors by approved screening material.

The terms "modular home" and "mobile home" are defined as follows:

Modular Home. A dwelling unit constructed in accordance with the standards set forth in the South Carolina State building Code and composed of components substantially assembled in a manufacturing facility and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set for the in The South Carolina State building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

7. Roof pitch shall be a minimum ratio of not less than 7 on 12, except that screen porches, sunrooms and similar ancillary rooms may have a roof pitch that differs at the discretion of Declarant. All driveways must have a concrete wearing surface. If additional surfacing is required, the surface may be concrete or asphalt. If a working fireplace and/or chimney is requested, same must be approved by Declarant.

All mailboxes are to be uniform in size and color as determined by Declarant. The description and contact information will be provided to the tract owner prior to the closing of the tract purchase. Tract owner will be responsible for all costs associated with the purchase and installation of the mailbox and support system.

8. No animals or livestock of any description, except the usual household pets in a reasonable and controllable amount, are permitted on any tract. The household pets must not become a nuisance to the neighborhood as a result of the number of animals, the noise created, trespass on to other tracts, odor, or any other factor deemed to be a nuisance. All county leash law requirements must be obeyed and are also enforceable hereunder.
9. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other causes, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All cost expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

10. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.
11. No noxious, offensive, nor illegal activities shall be committed on any tract, nor shall anything be done on any tract that is or would become an unreasonable annoyance or nuisance to the neighborhood. No hunting shall be allowed on any of the property covered hereby, either by owners or their guests.
12. No oil or natural gas drilling, refining, quarrying, mining, or timbering operation of any kind shall be permitted upon, or within any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any track.
13. All tracts, except tracts owned by Declarant, whether improved or unimproved shall be kept free of any unsightly conditions and must be kept free of tall grass, undergrowth, dead trees, or limbs which are a danger to abutting property or roads. Weeds, trash, debris, and rubble, garbage or junk shall be maintained, until being removed (which must be done quickly) in a neat and attractive condition and in such a manner as to prevent the same from becoming unsightly, unsanitary, or a hazard to health or safety of other residents. In the event the owner, or his contractor or agent, fails to comply with the terms of this provision the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expense incurred by the Declarant or by the Association shall be paid by the owner of the tract upon billing from the party incurring the expense, and constitute a lien upon the property. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and sightly condition during the construction period.
14. Any satellite reception disk or device larger than 24" in diameter, swimming pool or outbuilding shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening material. Any satellite reception disk or device smaller than 24" must be located to the rear side of the roof or in the rear yard. Any pool location and design must be approved by Declarant and above ground pools are only allowed with permission of Declarant and same does not have to be granted, and if granted will be subject to Declarant's decision as to location and screening conditions.
15. No tractor-trailer rigs (as a unit or individual components thereof) or buses shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. An RV unit, boat, trailers or camper trailer must be parked so as to be screened from it neighbors view and the street.

16. No tract may be subdivided by any owner subsequent to the Declarant; provided that Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract, which is owned by Declarant, or may divide property owned by Declarant.
17. The Declarant reserved for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the margin of each road right of way and a ten (10) foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing, and operating utility lines, poles, mains, facilities, and water drainage.
18. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Declarant chooses.
19. These restrictions, rights, reservation, limitation, covenants, and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until November 1, 2028 and shall continue for successive periods of ten (10) years thereafter unless amended or terminated as provided below. These restrictions may at any time and from time to time be modified or amended by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof. They may be modified by Declarant at any time Declarant owns any of affected property.

At any time Declarant owns any property within, or adjacent and contiguous to this property, Declarant, or its assigns, may modify or grant variances to, said restriction in it/their sole capacity.
20. Each property owner is held fully responsible for the acts of their agents, contractors, and subcontractors. Any damage to a street (includes mud, concrete, debris) shown on the Plat or to the shoulders or curbing of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from a tract, shall be repaired at the expense of the owner of such tract.
21. Except for marketing signs used by Declarant and any sign marking the entrance to Timber Crest, the only sign permitted on any tract is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address within Timber Crest subdivision and which is placed within twenty [20] feet of a driveway entrance; provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed by real estate agents or by owners within twenty (20) feet of a driveway to advertise a tract for sale.
22. All driveway pipe installed in ditches which are in the road right of way shall be constructed of reinforced concrete pipe with a diameter that meets York County standards

(in no case less than 5" diameter). All improvements constructed in the road right of way (road right of way typically extends beyond rear slope of roadside ditch) must meet York County standards. Declarant will notify owner of any violations and owner will have five (5) days to correct said violation. If owner fails to correct said violation Declarant shall have the right (but not the obligation) to remove, replace or repair any improvement place in a road right of way owned by Declarant of York County which does not meet York County standards and any associated cost or loss of value shall be the responsibility of owner.

23. Except as otherwise specifically provided, the owner of each tract in Timber Crest by acceptance of a deed therefore by virtue of such ownership shall become a member of the Property Owners Association, Inc. (The Association") upon its formation by Declarant and each owner of a tract is deemed to covenant and agree to, and shall pay to the Association, an annual assessment to pay for the cost of maintaining and repairing the common areas, as hereinafter defined, within Timber Crest subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of Timber Crest who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor.

Any assessments and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent (10%) per annum until paid. The lien may be enforced as by law allowed. The lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. The property owners shall have the right to promulgate rules and regulation concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligated himself, his heirs, and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date any tract is sold, if at any time that these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain the Common Areas.

ANY unpaid dues, assessments, charges, levies, fines or other such fees shall be a lien upon the property.

24. Declarant or four (4) or more of the individual property owners (one of which may be Declarant) subject to these restrictions and conditions may form the Association at any time after Declarant so determines it is appropriate or after Declarant has no further interest in the subdivision or any adjoining property. The Association, once formed shall have the right to enforce the restrictions and conditions contained in the Declaration and the assessment provided in paragraphs 22 and 23 above. The Association shall be

organized under the laws of the State of South Carolina, and each property owner shall automatically become a member of the Association once it is formed, with full voting rights. The owner of each tract shall be entitled to cast one vote (which may not be fractionalized) with respect to any matter brought before the members of the Association for action. Owners of more than one tract shall be entitled to cast one vote for each tract owned. The officers and directors of the Association shall be property owners (or employees of a corporate property owner) and all fees set by the Association for maintenance shall be set by the directors of the Association. The initial directors shall be elected by the members at the first meeting or appointed by Declarant.

25. If any person shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations.
26. Zoning ordinances, restrictions and regulations of York County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinance, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect
27. No building (house, outbuilding, etc.) shall be located or constructed on any tract within ten (10) feet from the boundary of any onsite debris disposal areas, or noted "bury sites" whether on the recorded map of Timber Crest, referred to herein or not.
28. No construction, reconstruction, remodeling or alteration of, or addition to, any building, improvement, device or structure of any kind, including, in addition to the residential structure and its appurtenant structures, all walls, fences, front porches, outbuildings, and drives shall be commenced without the prior written approval of the Declarant as to the proposed site location, plans, and specifications of such building, improvement, device, or structure. The enumeration of items above is made for clarification and example and is not intended to be, and shall not be construed to be, a limitation to the buildings, improvements, devices or structures controlled by this provision. There shall be submitted to the Declarant two [2] complete sets of the final plans and specifications for proposed improvements, the erection or alteration of which is desired, and no structures or improvements shall be erected, altered, placed, or maintained upon or connected to any lot unless and until final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other regulated structure proposed to be constructed, altered, placed or maintained, together with specifications for the proposed

construction material, color schemes for roofs and exterior thereof and proposed grading and landscaping.

Once the Declarant transfers control to the Association, the Association shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans and specifications within thirty [30] days, approval will not be required and the requirements of this Section will be deemed to have been fulfilled. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the persons submitting them and the other copy thereof shall be retained by the Declarant for its permanent files. The Declarant shall have the right to charge a reasonable fee in an amount not to exceed \$50.00 for receiving each application for approval or plans and specifications. Declarant reserved the right to increase the fee in order to pay for professional assistance should the need arise.

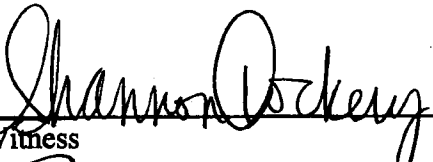
At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors shall appoint a standing committee of the Board, to be called the Architectural Review Committee, (ARC) which shall initially consist of three (3) members to be appointed from among the Association's members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise proved herein. The initial Committee shall serve for a term of two (2) years, after which the committeemen shall be appointed by the Association's Board of Directors, pursuant to its Bylaws, and shall serve for a term of one (1) year; provided further that the number of committeemen may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors.

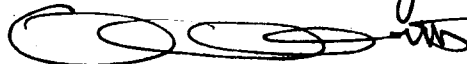
The Declarant shall establish architectural and aesthetic criteria ("Architectural Guidelines") to be used in reviewing all plans, specifications, and details submitted for approval, and copies of such criteria may be obtained upon request from the Committee. Such written criteria shall be subject to revision or amendment by the Committee at all times; provided, however, that no amendment to or change in such criteria shall become effective until committed to writing and approved by the Committee in the same manner as the previously controlling criteria; and that no amendment or change in such criteria shall have retroactive application. While Declarant is the sole member of the ARC, all decisions are in his sole and complete discretion.

The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interests, welfare, and rights of all development property owners. Decisions of the Declarant or Architectural Review Committee approving or disapproving of plans and specifications shall be based on criteria it establishes for the Developments, consistently applied, but such decisions shall be final and not subject to review or appeal.


29. Each owner within the subdivision shall be connected onto, and subject to fees and assessments as may change from time to time as to the well, water, and sewer systems within the subdivision. Private wells are only allowed at Declarant's discretion and the location and covering apparatus from same are also at Declarant's sole discretion. Person's hereunder will pay, at minimum, the prorata cost of electricity for the water service and are subject to assessment for any maintenance or upkeep costs of the system.
30. Declarant shall have the absolute right, from time to time to assign, either temporarily or permanently, and either partially or fully, any and all rights of the Declarant under these covenants, including but not limited to modification and architectural review authority.

IN WITNESS WHEREOF the Declarant has caused this Declaration to be signed this 21 day of October, 2008.



Witness


Witness



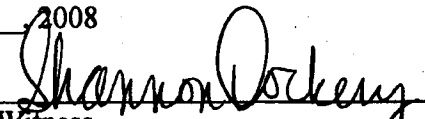
DANBECK BUILDERS, LLC
Member

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

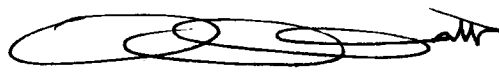
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s he saw the within named Danbeck Builders LLC sign, seal and, as its act and deed, deliver the within written document for the uses and purposes therein mentioned, and that s he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 21st day of October, 2008



Witness



Notary Public South Carolina
My commission expires 3-25-15

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK) ASSIGNMENT OF WATER AND
) SEWER SYSTEM TO HOA

Whereas, Fannie L. Mack is the owner of the lots within Timber Crest Subdivision, f/k/a Mack Estates, and

Whereas, the subdivision is provided water by a commercial well upon the property of Fannie L. Mack, and

Whereas, the owners of the lots have paid a prorata share of the costs of utilities to operate the commercial well and the engineering fees to inspect and maintain it on a regular basis, and

Whereas, it has come to the attention of Fannie L. Mack that to charge for such items she must either qualify as a regulated utility or the utility system must be operated by a Homeowner's Association, and

Whereas, Timber Crest Homeowners Association, Inc. was formed and incorporated with the S.C. Secretary of state and of the date of this assignment is in good standing therewith, and

Whereas, Fannie L. Mack desires to turn over the operation and obligation of such water and sewer system to Timber Crest Homeowners Association, Inc., in order to qualify for an exception to the regulated utility requirement and

Whereas, Fannie L. Mack has only recently re-acquired title to the majority of the lots in the subdivision back by deed in lieu of foreclosure from a builder/developer to whom she had sold and owner financed such lots, NOW,

KNOW ALL PERSONS BY THESE PRESENTS:

Fannie L. Mack, owner of all lots in Timber Crest Subdivision, f/k/a Mack Estates, as are described in Record Book 11243 at page 216, does hereby **ASSIGN AND TRANSFER UNTO:** Timber Crest Homeowners Association, Inc., a South Carolina Corporation, as anticipated under the Declaration of Covenants and Restrictions as recorded in Record Book 10372 at Page 228, All R.M.C. Office for York County, South Carolina,

All rights and obligations for operation of the commercial water and sewer systems currently servicing such subdivision, including the right to set rates for such utility services and to collect such amounts due from time to time.

Dated at York, S.C. this the ____ day of April, 2010.

Fannie L. Mack

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

ACKNOWLEDGMENT

Personally appeared before me the undersigned Notary Public for South Carolina, Fannie L. Mack who did swear state depose and acknowledge that she executed the within assignment and transfer of rights for the uses and purposes therein set forth.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: _____